

AMENDMENT OF SOLICITATION

MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 06 JUL 99	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	DIRECTOR OF CONTRACTING 99 JUL 23 PM 3:21		CODE

Directorate of Contracting
Post Office Box 140
Fort Leonard Wood, Missouri 65473-0140

POC: Darlene Pemberton (573) 596-0248

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Sho-Me Power Electric Cooperative
310 West Jackson
Marshfield, Missouri 65706

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACTS/ORDER NO.

DABT31-89-C-0030

10B. DATED (SEE ITEM 13)

12 June 1989

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) and Page 3-5, General Provisions, Paragraphs 1, 2, and 3
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ^{orig} & 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Services at Fort Leonard Wood, Missouri is hereby modified as follows:

1. The Accounting and Appropriation Data Funds Cites for services received and paid during Fiscal Year 1999 shall be as follows:

2192020 57-1090 325779.J3000 233B S23037 DJEE
2197025 57-1090 193030.00000 233B S23037 Y935
2197025 57-1090 193010.00000 233B S23037 Y936
2197025 57-1090 193010.00000 233B S23037 Y937

2. Page No. 35k (Page 3 of this modification), Sho-Me Power 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis) is incorporated into and made a part of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN K. DAVIS, GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VALERIE A. LESTER
15B. CONTRACTOR/OFFEROR <i>John K. Davis</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/12/99
16B. UNITED STATES OF AMERICA BY <i>Valerie A. Lester</i> (Signature of Contracting Officer)	16C. DATE SIGNED 20 Jul 99

3. Effective for calendar year January 1, 1999, through December 31, 1999, the Average Billing Demand shall be increased by 50 Kilowatt Demand Hours (KWD) from 29,977 KWD to 30,027 KWD. As a result, the minimum monthly demand charge is increased by \$309.22 from \$185,407.77 to \$185,716.99. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

All other terms and conditions of the contract and modifications thereto remain unchanged.

		Ft. Leonard Wood	
Sho-Me Power			Peak
36 Month Average Billing			Period
Demand Analysis			
		30,027	
	Effective		
8/86 36 month avg	Jan-87	24,911	
8/87 36 month avg	Jan-88	26,289	5.53%
8/88 36 month avg	Jan-89	28,439	8.18%
8/89 36 month avg	Jan-90	29,661	4.30%
8/90 36 month avg	Jan-91	30,044	1.29%
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8/93 36 month avg	Jan-94	30,945	0.25%
8/94 36 month avg	Jan-95	30,524	-1.36%
8/95 36 month avg	Jan-96	30,404	-0.39%
8/96 36 month avg	Jan-97	30,337	-0.22%
8/97 36 month avg	Jan-98	29,977	-1.19%
8/98 36 month avg	Jan-99	30,027	0.17%
	Aug-98	30,781	Jul-98
	Jul-98	30,781	Jul-98
	Jun-98	30,015	Jul-97
	May-98	30,015	Jul-97
	Apr-98	30,015	Jul-97
	Mar-98	30,015	Jul-97
	Feb-98	30,015	Jul-97
	Jan-98	30,015	Jul-97
	Dec-97	30,015	Jul-97
	Nov-97	30,015	Jul-97
	Oct-97	30,015	Jul-97
	Sep-97	30,015	Jul-97
	Aug-97	30,015	Jul-97
	Jul-97	30,015	Jul-97
	Jun-97	29,866	Jul-96
	May-97	29,866	Jul-96
	Apr-97	29,866	Jul-96
	Mar-97	29,866	Jul-96
	Feb-97	29,866	Jul-96
	Jan-97	29,866	Jul-96
	Dec-96	29,866	Jul-96
	Nov-96	29,866	Jul-96
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	Sep-96	29,866	Jul-96
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	Apr-96	30,064	Aug-95
	Mar-96	30,064	Aug-95
	Feb-96	30,064	Aug-95
	Jan-96	30,064	Aug-95
	Dec-95	30,064	Aug-95
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	Oct-95	30,064	Aug-95
	Sep-95	30,064	Aug-95

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1

8

2. AMENDMENT/MODIFICATION NO.

P00011

3. EFFECTIVE DATE

05 JUN 98

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

Directorate of Contracting
Post Office Box 140
Fort Leonard Wood, Missouri 65473

POC: Darlene Pemberton (573)596-0248

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Sho-Me Power Electric Cooperative
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9B. DATED (SEE ITEM 11)

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DABT31-89-C-0030

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× C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) and Page 3-5, General Provisions, Paragraphs 1, 2, and 3

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Service at Fort Leonard Wood, Missouri is hereby modified as follows:

1. The Contractor's company name is changed to read Sho-Me Power Electric Cooperative. Such change in name is made to recognize the Contractor's conversion to a cooperative form of ownership. Consequently, Pages 33 and 34, Attachment 1, are deleted and shall be replaced with the attached Revised Page 33 in order to reflect the authorization of the tariff as adopted under Sho-Me Power Electric Cooperative. Such tariff amounts remain unchanged. Page 34 will not be used.

2. The Accounting and Appropriation Data Fund Cites for services received and paid during Fiscal Years 1996, 1997, and 1998 are updated as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

John K. Davis, General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

PAULETTE BLOCH

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

6/15/98

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

6/26/98

- a. FY 1996 – 2162020 57-1090 325779.J3000 2333 S23037 DJEE
2167025 57-1090 193010.00000 2333 S23037 Y935
2167025 57-1090 193010.00000 2333 S23037 Y936
2167025 57-1090 193010.00000 2333 S23037 Y937
 - b. FY 1997 - 2172020 57-1090 325779.J32000 2333 S23037 DJEE
2177025 57-1090 193030.00000 2333 S23037 Y935
2177025 57-1090 193010.00000 2333 S23037 Y936
2177025 57-1090 193010.00000 2333 S23037 Y937
 - c. FY 1998 - 2182020 57-1090 325779.J3000 233B S23037 DJEE
2187025 57-1090 193030.00000 233B S23037 Y935
2187025 57-1090 193010.00000 233B S23037 Y936
2187025 57-1090 193010.00000 233B S23037 Y937
3. Page Nos. 35G, 35h, and 35j (Pages 6, 7, and 8 of this modification), Sho-Me Power 6-Month Average Billing Demand Analysis for 1996, 1997, and 1998 (computed on a coincidental peak basis) are incorporated into and made a part of the contract.
4. The Average Billing Demand for Calendar Years 1996, 1997, and 1998 are updated as follows:
- a. Calendar Year 1996 – The Average Billing Demand shall be decreased by 120 Kilowatt Demand Hours (KWD) from 30,524 KWD to 30,404 KWD. As a result, the minimum monthly demand charge is decreased by \$742.20 from \$188,790.96 to \$188,048.76. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
 - b. Calendar Year 1997 – The Average Billing Demand shall be decreased by 67 KWD 30,404 KWD to 30,337 KWD. As a result, the minimum monthly demand charge is decreased by \$414.39 from \$188,048.765 to \$187,634.37. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
 - c. Calendar Year 1998 – The Average Billing Demand shall be decreased by 360 KWD from 30,337 DWD to 29,977 KWD. As a result, the minimum monthly demand charge is decreased by \$2,226.60 from \$187,634.37 to \$185,407.77. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

5. As a result of completion of installation of contractor-owned equipment at Substation #5, the following changes are made to the contract:
- a. On Page 30, at paragraph 28.(b), beginning on the first line, the following is deleted:
“Unless purchased by the Government under the provisions of paragraph (e) of this provision,”.
Accordingly, the remaining sentence shall begin with “The.”
 - b. On Page 30, at paragraph 28(e), 4th line, the following is added between the words “capacity” and “for”:
“at the monthly demand rate”
 - c. On Page 30, at paragraph 28(e), last line, the term “45,000 KW” is changed to and shall read “60,000 KVA.”
 - d. On Page 31, at paragraph 4, Description of Electric Service, at the third and fourth lines, the term “45,000 KVA” is changed to and shall read “60,000 KVA and “63,000 KVA” is changed to and shall read “78,000 KVA.”
 - e. The following changes are made to Attachment 2, Pages 38 and 39:
 - (1) All references to “three substations, identified as Fort Leonard Wood #1, #2, and #3” are changed to “four substations, identified as Fort Leonard Wood #1, #2, #3 and #5.
 - (2) The last paragraph on Page 39 is deleted.
 - f. The following is added to Page 42 of Attachment 3:

“Fort Leonard Wood #5 Substation

TRANSFORMERS:

Two (2) 69/25/13.2 kV Units, both rated at 7,500 KVA

HIGH-SIDE EQUIPMENT:

1 Lot of Steel Framework, Support Stands and Pedestals
Two 69 kV Circuit Switchers
Three 69 kV Airbreak Switches

LOW-SIDE EQUIPMENT:

One 25 kV Low Voltage Main Breaker
Eighteen Hook Disconnect Switches

NON-SPECIFIC EQUIPMENT:

1 Control Building
1 Lot of Metering Equipment
1 Lot of Communications Equipment
1 Lot of Station Grounding
1 Lot of Station Cabling and Conduit
1 Lot of Station Footings and Pads"

All other terms and conditions of the contract and modifications thereto remain unchanged.

SHO-ME POWER ELECTRIC COOPERATIVE

For Entire Service Area

REVISED PAGE 33

FORT LEONARD WOOD SERVICE TARIFF

AVAILABILITY:

Available to the Department of Defense, under Contract/Order No. DABT31-89-C-0030.

CHARACTER OF SERVICE:

Delivery voltage shall be at the primary transmission voltage of the Cooperative if the delivery point (substation) is supplied by the customer, or at the primary distribution voltage of the customer if the substation is supplied by the Cooperative.

MONTHLY RATES:

Energy Charge:

\$0.025 for all Kwh

Demand Charge:

\$6.185 per KW of average billing demand

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by means of suitable instruments and shall be the highest thirty (30) minute interval demand established during that billing month or the eleven (11) months preceding that month.

DETERMINATION OF AVERAGE BILLING DEMAND:

Following the completion of August Billing Demand calculations, the average of the previous 36 monthly billing demands will be determined. This average billing demand will be utilized for the entire following calendar year. Each August a new average billing demand will be computed, to be applied the following January through December.

PRIMARY SERVICE DISCOUNT:

If service is supplied at the primary transmission voltage of the Cooperative, a discount may apply to the stated rate.

COORDINATION OF OTHER RATES:

If incentive, interruptible or seasonal rates are later adopted for either a contracted portion, or all service to Fort Leonard Wood, all costs related to such arrangements will be submitted under a combined invoice to Fort Leonard Wood for payment under the Contract first above mentioned.

DATE OF ISSUE - March 3, 1993

DATE EFFECTIVE - March 3, 1993

APPROVED BY: BOARD OF DIRECTORS. Sho-Me Power Electric Cooperative, Marshfield, Missouri

Ft. Leonard Wood

Page 6 of 8

Sho-Me Power
36 Month Average Billing
Demand Analysis

Peak
Period

30,404

	Effective		
8/86 36 month avg	Jan-87	24,911	
8/87 36 month avg	Jan-88	26,289	5.53%
8/88 36 month avg	Jan-89	28,439	8.18%
8/89 36 month avg	Jan-90	29,661	4.30%
8/90 36 month avg	Jan-91	30,044	1.29%
8/91 36 month avg	Jan-92	30,617	1.90%
8/92 36 month avg	Jan-93	30,868	0.82%
8/93 36 month avg	Jan-94	30,945	0.25%
8/94 36 month avg	Jan-95	30,524	-1.36%
8/94 36 month avg	Jan-96	30,404	-0.39%
	Aug-95	30,064	Aug-95
	Jul-95	29,883	Jul-95
	Jun-95	29,998	Jul-94
	May-95	29,998	Jul-94
	Apr-95	29,998	Jul-94
	Mar-95	29,998	Jul-94
	Feb-95	29,998	Jul-94
	Jan-95	29,998	Jul-94
	Dec-94	29,998	Jul-94
	Nov-94	29,998	Jul-94
	Oct-94	29,998	Jul-94
	Sep-94	29,998	Jul-94
	Aug-94	29,998	Jul-94
	Jul-94	31,059	Aug-93
	Jun-94	31,059	Aug-93
	May-94	31,059	Aug-93
	Apr-94	31,059	Aug-93
	Mar-94	31,059	Aug-93
	Feb-94	31,059	Aug-93
	Jan-94	31,059	Aug-93
	Dec-93	31,059	Aug-93
	Nov-93	31,059	Aug-93
	Oct-93	31,059	Aug-93
	Sep-93	31,059	Aug-93
	Aug-93	31,059	Aug-93
	Jul-93	30,541	Jul-93
	Jun-93	30,136	Aug-92
	May-93	30,136	Aug-92
	Apr-93	30,136	Aug-92
	Mar-93	30,136	Aug-92
	Feb-93	30,136	Aug-92
	Jan-93	30,136	Aug-92
	Dec-92	30,136	Aug-92
	Nov-92	30,136	Aug-92
	Oct-92	30,136	Aug-92
	Sep-92	30,136	Aug-92

		Ft. Leonard Wood	
Sho-Me Power			Peak
36 Month Average Billing			Period
Demand Analysis			
		30,337	
	Effective		
8/86 36 month avg	Jan-87	24,911	
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	Oct-94	29,998	Jul-94
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	May-94	31,059	Aug-93
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	Mar-94	31,059	Aug-93
	Feb-94	31,059	Aug-93
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Ft. Leonard Wood

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PAGE 1 OF 2 PAGES

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P00010

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6 JUN 97

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CODE

DIRECOTRATE OF CONTRACTING
P.O. BOX 140
FORT LEONARD WOOD, MO 65473-0140
POC: DARLENE PEMBERTON (573)596-0248

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SHO-ME POWER CORPORATION
310 WEST JOACKSON
MARSHFIELD, MO 65706

(V)

9A. AMENDMENT OF SOLICITATION NO.

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89 JUN 12

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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Utility Service at Fort Leonard Wood, Missouri is hereby modified as follows:

1. As a result of consolidation of the Defense Finance and Accounting Service (DFAS) Offices, all payments for services performed/supplies provided under this contract will be made from a centralized Operating Location (OPLOC) effective 23 June 1997.

2. Accordingly, delete the statement "Payments will be made by Finance and Accounting Division, Building 408, Fort Leonard Wood, MO 65473-5000" and replace with "Payments will be made by DFAS Lawton-Fort Sill OPLOC, ATTN: DFAS-LW-FPV (Vendor Pay), 4700 Mow Way Road, Dept 1791, Fort Sill, OK 73503-1791."

3. The Contractor shall continue sending invoices to the Directorate of Public Works at monthly intervals.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

PAULETTE BLOCH

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

06/16/97

SF 30 CONTINUATION SHEET

4. Questions pertaining to invoice payment inquiries shall be directed to the Customer Service Department, telephone (405)442-0184/0301 and facsimile number (405)442-7668/7385.

All other terms and conditions of the contract and modifications made thereto remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 96 JAN 30	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DIRECTORATE OF CONTRACTING POST OFFICE BOX 140 FORT LEONARD WOOD, MO 65473 POC: DARLENE PEMBERTON (573) 596-0248		7. ADMINISTERED BY (If other than Item 6) 96 FEB -2 AM 10: 30	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SHO-ME POWER CORPORATION 310 WEST JACKSON MARSHFIELD, MO 65706		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X DABT31-89-C-0030 10B. DATED (SEE ITEM 13) 89 JUN 12	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) (3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return Original & 1 copies to the issuing office.


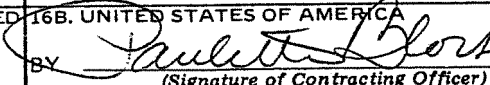
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above referenced contract for Electric Services at Fort Leonard Wood, Missouri is hereby modified as follows:

Federal Acquisition Regulation (FAR) Clause No. 52.232-28, Electronic Funds Transfer Payment Methods, is incorporated into Section I, Contract Clauses, of the contract.

All other terms and conditions of the contract and modifications thereto remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN RICHARDS - Manager, Finance & Accounting		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/31/96	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/8/96

AMENDMENT OF SOLICITATION, MODIFICATION OF CONTRACT		CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 95JAN01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 POC: Darlene Pemberton (314) 596-0248		7. ADMINISTERED BY (If other than Item 6) CODE	

DUPLICATE ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Sho-Me Power Corporation 310 West Jackson Marshfield, MO 65706		(V)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DABT31-89-C-0030
			10B. DATED (SEE ITEM 13) 89JUN12
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Block 14

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	Page 3-5, General Provisions, Paragraphs 1, 2, and 3
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Service at Fort Leonard Wood, MO is hereby modified as follows:

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		PAULETTE BLOCH	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Paulette Bloch</i> (Signature of Contracting Officer)	16C. DATE SIGNED 01/04/95
(Signature of person authorized to sign)			

1. The Accounting and Appropriation Data applicable to services received and paid for during Fiscal Year 1995 are as follows:

- a. 2152020 57-1090 325796.J3000 2333 S23037 DJEE;
- b. 2157025 57-1090 193120.00000 2333 S23037 Y935;
- c. 2157025 57-1090 193110.00000 2333 S23037 Y936; and
- d. 2157025 57-1090 193110.00000 2333 S23037 Y937.

2. Page No. 35f (Page 3 of this modification), Sho-Me Power 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis) is incorporated into and made a part of the contract.

3. Effective for calendar year January 1, 1995, through December 31, 1995, the Average Billing Demand shall be decreased by 421 Kilowatt Demand Hours (KWD) from 30,945 KWD to 30,524 KWD. As a result, the minimum monthly demand charge is decreased by \$2,603.89 from \$191,394.85 to \$188,790.96. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

All other terms and conditions of the contract and modifications thereto remain unchanged.

Ft. Leonard Wood

Sho-Me Power
36 Month Average Billing
Demand Analysis

Peak
Period

	Effective	30,524	
8/86 36 month avg	Jan-87	24,911	
8/87 36 month avg	Jan-88	26,289	5.53 %
8/88 36 month avg	Jan-89	28,439	8.18 %
8/89 36 month avg	Jan-90	29,661	4.30 %
8/90 36 month avg	Jan-91	30,044	1.29 %
8/91 36 month avg	Jan-92	30,617	1.90 %
8/92 36 month avg	Jan-93	30,868	0.82 %
8/93 36 month avg	Jan-94	30,945	0.25 %
8/94 36 month avg	Jan-95	30,524	-1.36 %
	Aug-94	29,998	Jul-94
	Jul-94	31,059	Aug-93
	Jun-94	31,059	Aug-93
	May-94	31,059	Aug-93
	Apr-94	31,059	Aug-93
	Mar-94	31,059	Aug-93
	Feb-94	31,059	Aug-93
	Jan-94	31,059	Aug-93
	Dec-93	31,059	Aug-93
	Nov-93	31,059	Aug-93
	Oct-93	31,059	Aug-93
	Sep-93	31,059	Aug-93
	Aug-93	31,059	Aug-93
	Jul-93	30,541	Jul-93
	Jun-93	30,136	Aug-92
	May-93	30,136	Aug-92
	Apr-93	30,136	Aug-92
	Mar-93	30,136	Aug-92
	Feb-93	30,136	Aug-92
	Jan-93	30,136	Aug-92
	Dec-92	30,136	Aug-92
	Nov-92	30,136	Aug-92
	Oct-92	30,136	Aug-92
	Sep-92	30,136	Aug-92
	Aug-92	30,136	Aug-92
	Jul-92	30,129	Jul-92
	Jun-92	30,400	Jul-91
	May-92	30,400	Jul-91
	Apr-92	30,400	Jul-91
	Mar-92	30,400	Jul-91
	Feb-92	30,400	Jul-91
	Jan-92	30,400	Jul-91
	Dec-91	30,400	Jul-91
	Nov-91	30,400	Jul-91
	Oct-91	30,400	Jul-91
	Sep-91	30,400	Jul-91

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

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3

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 94 DEC 14	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 POC: Darlene Pemberton (314) 596-0248		7. ADMINISTERED BY (If other than Item 6) CODE	

DUPLICATE ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Sho-Me Power Corporation
310 West Jackson
Marshfield, Missouri 65706

(v)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. DABT31-89-C-0030
	10B. DATED (SEE ITEM 13) 89JUN12

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Block 14

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	Page 3-5, General Provisions, Paragraphs 1, 2, and 3
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Paulette Bloch</i> (Signature of Contracting Officer)	16C. DATE SIGNED 01/04/95

1. The Accounting and Appropriation Data applicable to services received and paid for during Fiscal Year 1994 are as follows:

- a. 2142020 57-1090 325796.J5000 2333 S23037 DJEE;
- b. 2147025 57-1090 193120.00000 2333 S23037 Y935;
- c. 2147025 57-1090 193110.00000 2333 S23037 Y936; and
- d. 2147025 57-1090 193110.00000 2333 S23037 Y937.

2. Page No. 35e (Page 3 of this modification), Sho-Me Power 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis) is incorporated into and made a part of the contract.

3. Effective for calendar year January 1, 1994, through December 31, 1994, the Average Billing Demand shall be increased by 77 Kilowatt Demand Hours (KWD) from 30,868 KWD to 30,945 KWD. As a result, the minimum monthly demand charge is increased by \$476.25 from \$190,918.60 to \$191,394.85. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

All other terms and conditions of the contract and modifications thereto remain unchanged.

**Sho-Me Power
36 Month Average Billing
Demand Analysis**

*Peak
Period*

Modification No. P00007 to
Contract No. DABT31-89-C-0030
Page 3 of 3

		30,945
	Effective	
8/86 36 month avg	Jan-87	24,911
8/87 36 month avg	Jan-88	26,289
8/88 36 month avg	Jan-89	28,439
8/89 36 month avg	Jan-90	29,661
8/90 36 month avg	Jan-91	30,044
8/91 36 month avg	Jan-92	30,617
8/92 36 month avg	Jan-93	30,868
8/93 36 month avg	Jan-94	30,945

Aug-93	31,059	Aug-93
Jul-93	30,541	Jul-93
Jun-93	30,136	Aug-92
May-93	30,136	Aug-92
Apr-93	30,136	Aug-92
Mar-93	30,136	Aug-92
Feb-93	30,136	Aug-92
Jan-93	30,136	Aug-92
Dec-92	30,136	Aug-92
Nov-92	30,136	Aug-92
Oct-92	30,136	Aug-92
Sep-92	30,136	Aug-92
Aug-92	30,136	Aug-92
Jul-92	30,129	Jul-92
Jun-92	30,400	Jul-91
May-92	30,400	Jul-91
Apr-92	30,400	Jul-91
Mar-92	30,400	Jul-91
Feb-92	30,400	Jul-91
Jan-92	30,400	Jul-91
Dec-91	30,400	Jul-91
Nov-91	30,400	Jul-91
Oct-91	30,400	Jul-91
Sep-91	30,400	Jul-91
Aug-91	30,400	Jul-91
Jul-91	32,400	Aug-90
Jun-91	32,400	Aug-90
May-91	32,400	Aug-90
Apr-91	32,400	Aug-90
Mar-91	32,400	Aug-90
Feb-91	32,400	Aug-90
Jan-91	32,400	Aug-90
Dec-90	32,400	Aug-90
Nov-90	32,400	Aug-90
Oct-90	32,400	Aug-90
Sep-90	32,400	Aug-90

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 93JAN01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 P.O.C.: Darlene Pemberton (314) 596-7111			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706		(Y)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DABT31-89-C-0030
			10B. DATED (SEE ITEM 13) 89JUN12
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Block 14

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

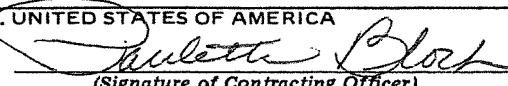
(Y)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Pages 3-5, General Provisions, Paragraphs 1, 2, and 3
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 01/13/92
(Signature of person authorized to sign)			

1. The Accounting and Appropriation Data applicable to services received and paid for during Fiscal Year 1993 are as follows:

- a. 2132020 57-1090 815796.J5000 2333 S23037 DJEE;
- b. 2137025 57-1090 193120.00000 2333 S23037 Y935;
- c. 2137025 57-1090 193110.00000 2333 S23037 Y936; and
- d. 2137025 57-1090 193110.00000 2333 S23037 Y937.

2. Page No. 35d (Page 3 of this modification), Sho-Me Power 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis) is incorporated into and made a part of the contract.

3. Effective for calendar year January 1, 1993, through December 31, 1993, the Average Billing Demand shall be increased by 251 Kilowatt Demand Hours (KWD) from 30,617 KWD to 30,868 KWD. As a result, the minimum monthly demand charge is increased by \$1,352.44 from \$189,366.16 to \$190,918.60. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

All other terms and conditions of the contract and modifications thereto remain unchanged.

APPROVED:

☒ AS IS

☐ CONTINGENT

 28 Jan 93
CLIFFORD M. BEASLEY, JR. DATE
ARMY POWER PROCUREMENT REPRESENTATIVE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 92JAN01		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 P.O.C.: Darlene Pemberton (314) 596-7111							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(W)		9A. AMENDMENT OF SOLICITATION NO.	
Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. DABT31-89-C-0030	
						10B. DATED (SEE ITEM 13) 89JUN12	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Block 14

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Pages 3-5, General Provisions, Paragraphs 1, 2, and 3
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

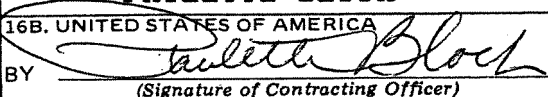
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows:

1. The Accounting and Appropriation Data applicable to services received and paid for during Fiscal Year 1992 is as follows:

2122020 0000 0 57-1090 815796.J5000 2333 000000 DEHRPM2016J156 DJEE00 S23-037

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		PAULETTE BLOCH	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
(Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
		16C. DATE SIGNED 01/22/92	

2. Attached Page No. 35c, Sho-Me Power Corporation 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis), is incorporated into and made a part of the contract.

3. Effective for calendar year January 1, 1992, through December 31, 1992, the Average Billing Demand shall be increased from 30,044 Kilowatt Demand Hours (KWD) to 30,617 KWD; an increase of 573 KWD. As a result, the minimum monthly demand charge is increased by \$3,544.01 from \$185,822.15 to \$189,366.16. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.

4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

All other terms and conditions of the contract and modifications thereto remain unchanged.

APPROVED: X As is Contingent



14 FEB 1992

THOMAS J. EVANS, P.E.

Deputy Army Power Procurement Officer

MAR 2 10 57 AM '92

DIR OF CONTRACTING

Sho-Me Power Corporation
36 Month Average Billing
Demand Analysis

Ft. Leonard Wood

Peak
Period

30,617

Effective

8/86 36 month avg	Jan-87	24,911
8/87 36 month avg	Jan-88	26,289
8/88 36 month avg	Jan-89	28,439
8/89 36 month avg	Jan-90	29,661
8/90 36 month avg	Jan-91	30,044
8/91 36 month avg	Jan-92	30,617

Aug-91	30,400	Jul-91
Jul-91	32,400	Aug-90
Jun-91	32,400	Aug-90
May-91	32,400	Aug-90
Apr-91	32,400	Aug-90
Mar-91	32,400	Aug-90
Feb-91	32,400	Aug-90
Jan-91	32,400	Aug-90
Dec-90	32,400	Aug-90
Nov-90	32,400	Aug-90
Oct-90	32,400	Aug-90
Sep-90	32,400	Aug-90
Aug-90	32,400	Aug-90
Jul-90	31,800	Jul-90
Jun-90	29,600	Jun-90
May-90	29,600	Jul-89
Apr-90	29,600	Jul-89
Mar-90	29,600	Jul-89
Feb-90	29,600	Jul-89
Jan-90	29,600	Jul-89
Dec-89	29,600	Jul-89
Nov-89	29,600	Jul-89
Oct-89	29,600	Jul-89
Sep-89	29,600	Jul-89
Aug-89	29,600	Jul-89
Jul-89	29,600	Jul-89
Jun-89	29,600	Aug-88
May-89	29,600	Aug-88
Apr-89	29,600	Aug-88
Mar-89	29,600	Aug-88
Feb-89	29,600	Aug-88
Jan-89	29,600	Aug-88
Dec-88	29,600	Aug-88
Nov-88	29,600	Aug-88
Oct-88	29,600	Aug-88
Sep-88	29,600	Aug-88

MAR 2 10 57 AM '92

DIR OF CONTRACTING

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 91AUG19	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 P.O.C.: Darlene Pemberton (314) 596-7111	7. ADMINISTERED BY (If other than Item 6) CODE U.S. OF CONTRACTING SEP 18 11 05 AM '91		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. X DABT31-89-C-0030	
		10B. DATED (SEE ITEM 13) 89JUN12	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Block 14

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Approved: <u>das</u> Army Power Procurement Officer Representative
	D. OTHER (Specify type of modification and authority)

6 SEP 1991

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows:

1. The accounting and appropriation data applicable to service received and paid for during Fiscal Year 1991 is changed to read as follows:

2112020 0000 0 57-1090 815794.J3000 2333 000000 DEHPRM1225J416 DJCB00 S23-037.

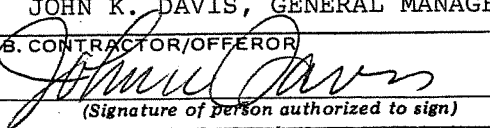
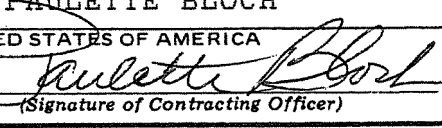
2. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) John K. Davis, General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULETTE BLOCH
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY: <u>Paulette Bloch</u> (Signature of Contracting Officer)
15C. DATE SIGNED 10/02/91	16C. DATE SIGNED 27 Aug 91

Modification No. P00004 to
DABT31-89-C-0030
Page 2 of 2

3. All other terms and conditions of the contract and modifications thereto remain unchanged.

AMENDMENT OF SOLICITATION. MODIFICATION OF CONTRACT				CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 91APR15		4. REQUISITION/PURCHASE REQ. NO. FH150-90, FJ140-91, & FJ140-91 (Rev 2)		5. PROJECT NO. (If applicable) FJ140-91 (Rev 2)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 P.O.C.: Darlene Pemberton (314) 596-7111							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Sho-Me Power Corporation 310 West Jackson Marshfield, Missouri 65706				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X DABT31-89-C-0030 10B. DATED (SEE ITEM 13) 89JUN12			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Block 14							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X FAR 43.103(a)(3) and FAR 1.602-3, AFARS 1.602-3, & TFARS 1.670, D. OTHER (Specify type of modification and authority) Ratification of Unauthorized Commitments							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>Orig&1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 21 0 7025 0000 0 57-1090 192343.00000 2572 000000 DEHRHM0256H150 S23037 Y39000 #104,748.21 21 0 2020 0000 0 57-1090 815794.J9000 2572 000000 DEHRPM1008J140 DJFD00 S23037 #4,775.37							
15A. NAME AND TITLE OF SIGNER (Type or print) JOHN K. DAVIS, GENERAL MANAGER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) FAULETTE BLOCH			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 4/25/91		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 04/29/91	

The above cited contract for Electric Service at Fort Leonard Wood, Missouri is hereby modified as follows:

1. This modification serves to make funds available for payment of an unauthorized commitment processed in accordance with ratification procedures set forth in the Federal Acquisition Regulation (FAR) and supplements thereto.
2. The work performed and ratified consists of (1) construction of Government-owned equipment/facilities at Substation 5 and (2) purchase of a breaker for Substation 2. Issuance of this modification does not incorporate such work into the contract; it only provides an avenue for payment of said work. Further, issuance of this modification does not allow future performance of construction (government owned equipment/facilities) or supply in nature work under the terms and conditions of the electric utility service contract.
3. The total amount of the ratification action is \$120,355.58. A partial payment in the amount of \$10,832.00 was made in August 1990, leaving a balance due of \$109,523.58. Therefore, funds in the amount of \$109,523.58 are herewith obligated for payment of the work.
4. All warranties applicable to this work shall remain in full force and effect in accordance with industry standards.
5. Remuneration of \$109,523.58 by the Government to the Contractor constitutes full and final payment for the work performed and ratified. The contractor hereby releases the Government from any and all liability under this contract for further claims of additional payment attributable to this action.
6. All terms and conditions of the contract and modifications thereto remain unchanged.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 91JAN01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		
Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 P.O.C.: Darlene Pemberton (314) 596-7111			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Sho-Me Power Corporation 310 West Jackson Marshfield, MO 65706		(V)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DABT31-89-C-0030
			10B. DATED (SEE ITEM 13) 89JUN12
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2112020.0000 57-1090 P810000 S23037 DKCP NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	Pages 3-5, General Provisions, Paragraphs 1, 2, and 3
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above cited contract for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows:

1. The accounting and appropriation data applicable to services received and paid for during Fiscal Year 1991 is as follows:

2112020.0000 57-1090 P810000 S23037 DKCP

Approved: Allan A. Bettcher
Army Power Procurement
Officer Representative 13 FEB 1991

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		PAULETTE BLOCH	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>Paulette Bloch</u> (Signature of Contracting Officer)	05 Feb 91

2. Attached Page No. 35b, Sho-Me Power Corporation 36 Month Average Billing Demand Analysis (computed on a coincidental peak basis), is incorporated into and made a part of the contract.
3. Effective for calendar year January 1, 1991, through December 31, 1991, the Average Billing Demand shall be increased from 29,661 Kilowatt Demand Hours (KWD) to 30,044 KWD; an increase of 383 KWD. As a result, the minimum monthly demand charge is increased by \$2,368.86 from \$183,453.29 to \$185,822.15. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand remains unchanged.
4. In accordance with FAR 52.204-1, this modification shall not be binding until approved by the Army Power Procurement Office.
5. All other terms and conditions of the contract and modifications thereto remain unchanged.

Sho-Me Power Corporation
36 Month Average Billing
Demand Analysis

Ft. Leonard Wood
Peak Period
30,044

Billing Demand Effective January, 1991 (computed on a coincidental peak basis, for a 36 month period ending in August, 1990)	Aug-90	32,400	Aug-90
	Jul-90	31,800	Jul-90
	Jun-90	29,600	Jun-90
	May-90	29,600	Jul-89
	Apr-90	29,600	Jul-89
	Mar-90	29,600	Jul-89
	Feb-90	29,600	Jul-89
	Jan-90	29,600	Jul-89
	Dec-89	29,600	Jul-89
	Nov-89	29,600	Jul-89
	Oct-89	29,600	Jul-89
	Sep-89	29,600	Jul-89
	Aug-89	29,600	Jul-89
	Jul-89	29,600	Jul-89
	Jun-89	29,600	Aug-88
	May-89	29,600	Aug-88
	Apr-89	29,600	Aug-88
	Mar-89	29,600	Aug-88
	Feb-89	29,600	Aug-88
	Jan-89	29,600	Aug-88
	Dec-88	29,600	Aug-88
	Nov-88	29,600	Aug-88
	Oct-88	29,600	Aug-88
	Sep-88	29,600	Aug-88
	Aug-88	29,600	Aug-88
	Jul-88	30,600	Aug-87
	Jun-88	30,600	Aug-87
	May-88	30,600	Aug-87
	Apr-88	30,600	Aug-87
	Mar-88	30,600	Aug-87
	Feb-88	30,600	Aug-87
	Jan-88	30,600	Aug-87
	Dec-87	30,600	Aug-87
	Nov-87	30,600	Aug-87
	Oct-87	30,600	Aug-87
	Sep-87	30,600	Aug-87

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 90JAN01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		
Directorate of Contracting Post Office Box 140 Fort Leonard Wood, MO 65473-0140 P.O.C.: Mary Ann Nagel (314) 596-7111			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(V)	9A. AMENDMENT OF SOLICITATION NO.
Sho-Me Power Corporation Mr. Jerry Divin, President 310 West Jackson Marshfield, MO 65706		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DABT31-89-C-0030
		10B. DATED (SEE ITEM 13) 89JUN12
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2102020.0000 57-1090 P810000 S23037 DKCP NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	Pages 3-5, II., Paragraphs: 1. PAYMENT, 2. RATES AND CHARGES, 3. ALTERNATE A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract Number DABT31-89-C-0030 for Electric Service at Fort Leonard Wood, Missouri, is hereby modified as follows:

1. Insert attached Page Number 35a -- August, 1989, Billing Demand calculations to show the average of the previous 36 monthly billing demands.

Approved Allen A. Bettcher
Army Power Procurement
Officer Representative 28 MAR 1990

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	PAULETTE BLOCH		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>Paulette Bloch</u> (Signature of Contracting Officer)	27 Feb 90

2. For calendar year January 1, 1990 through December 31, 1990, the Average Billing Demand shall be increased from 28,439 Kilowatt Demand Hours (KWD) (previous 1989 calendar year) to 29,661 KWD; an increase of 1,222 KWD. As a result, the minimum monthly demand charge shall be increased from \$175,895.22 (previous 1989 calendar year) to \$183,453.29; an increase of \$7,558.07. The monthly Demand Charge Rate of \$6.185 per KWD of average billing demand shall remain unchanged.
3. For billing period ending in Fiscal Year (FY) 1991 or October 1, 1990 through December 31, 1990 electric service, a modification to this contract shall be issued in FY 1991 to cite the appropriate Accounting and Appropriation Data. The Government's obligation under this contract beyond 30 September 1990 is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
4. APPROVAL OF CONTRACT (MAR 1989) (FAR 52.204-1) This contract is subject to the written approval of the Army Power Procurement Office and shall not be binding until so approved.
5. All other terms and conditions of this contract and modification thereto shall remain unchanged.

Ft. Leonard Wood

Sho-Me Power Corporation
Billing Demand
Effective January, 1990
(computed on a
coincidental peak
basis, for a 36
month period
ending in
August, 1989)

		Peak Period

	29,661	
Aug-89	29,600	Jul-89
Jul-89	29,600	Jul-89
Jun-89	29,600	Aug-88
May-89	29,600	Aug-88
Apr-89	29,600	Aug-88
Mar-89	29,600	Aug-88
Feb-89	29,600	Aug-88
Jan-89	29,600	Aug-88
Dec-88	29,600	Aug-88
Nov-88	29,600	Aug-88
Oct-88	29,600	Aug-88
Sep-88	29,600	Aug-88
Aug-88	29,600	Aug-88
Jul-88	30,600	Aug-87
Jun-88	30,600	Aug-87
May-88	30,600	Aug-87
Apr-88	30,600	Aug-87
Mar-88	30,600	Aug-87
Feb-88	30,600	Aug-87
Jan-88	30,600	Aug-87
Dec-87	30,600	Aug-87
Nov-87	30,600	Aug-87
Oct-87	30,600	Aug-87
Sep-87	30,600	Aug-87
Aug-87	30,600	Aug-87
Jul-87	29,800	Jul-87
Jun-87	28,600	Jul-86
May-87	28,600	Jul-86
Apr-87	28,600	Jul-86
Mar-87	28,600	Jul-86
Feb-87	28,600	Jul-86
Jan-87	28,600	Jul-86
Dec-86	28,600	Jul-86
Nov-86	28,600	Jul-86
Oct-86	28,600	Jul-86
Sep-86	28,600	Jul-86

\$183,453.29

UTILITY SERVICE CONTRACT

Department of the Army

Contract Number DABT31-89-C-0030

Fort Leonard Wood, Missouri
Premises to be Served

SHO-ME Power Corp.
Contractor

Marshfield, MO 65706
Contractor's Address

Premises are: (XX) Government owned and SHO-ME Power Corp. owned as reflected herein.
() Government leased

Estimated annual cost \$5,132,802.00. Bills will be rendered to Directorate of Engineering and Housing at monthly intervals.

Payments will be made by Finance & Accounting Division, Building 408, Fort Leonard Wood, MO 65473-5000.

Appropriation Chargeable: 815794.J3000

THIS CONTRACT is entered into as of 1 June 1989 by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this contract, and SHO-ME Power Corp., whose address is Marshfield, MO 65706 hereinafter called the Contractor.

This contract is negotiated pursuant to 10 U.S.C. 2304(c)(1).

DIR. OF CONTRACTING
MAY 26 10 10 AM '89

I. SCOPE. Subject to the terms and conditions hereinafter set forth, the Contractor shall furnish, and the Government shall purchase and receive, electric service (hereinafter called service) requested by the Government from the Contractor at the premises to be served hereunder (hereinafter called the service location), in accordance with the General and Technical Provisions and the electric service specifications attached hereto and made a part thereof.

II. TERM. This contract shall continue in effect until terminated at the option of the Government by the giving of written notice not less than 30 days in advance of the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

SHO-ME POWER CORP.

UNITED STATES OF AMERICA

BY

Signature

JERRY DIVIN
Typed Name

BY

Signature of Contracting Officer
and Date

M.G. SPEARS
Contracting Officer

TITLE President
Sho-Me Power, Incorporated

ATTEST:

Ance E. Fry
ANCEL E. FRY
Secretary
Sho-Me Power, Incorporated

Allen A. Bettcher
Approved Allen A. Bettcher
Army Power Procurement
Officer Representative 12 JUN 1989

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE

I. TECHNICAL PROVISIONS.

1. MEASUREMENT OF SERVICE.

(a) All service furnished by the Contractor shall be measured by metering equipment of standard manufacture, furnished, installed, maintained, calibrated, and read by the Contractor at his expense. When more than a single meter is installed at the service location, the readings thereof shall be billed conjunctively. In the event that any meter fails to register or registers incorrectly, the quantity of service delivered through it during that period shall be determined and an equitable adjustment based thereon shall be made in the Government's bills (for this purpose any meter which registers not more than two (2) percent slow or fast shall be deemed correct). Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(b) The Contractor shall read all meters at periodic intervals of approximately thirty (30) days. All billings based on meter readings of less than twenty-seven (27) days or more than thirty-two (32) days shall be prorated accordingly.

2. METER TEST.

The Contractor, at his expense, shall periodically inspect and test the meters installed by him, at intervals of no longer than one (1) year. At the written request of the Contracting Officer, the Contractor, in the presence of Government representatives, shall make additional tests of any or all meters. The cost of such additional tests shall be borne by the Government if the percentage of error is found to be not more than two (2) percent slow or fast. No meter shall be placed in service which on test registers in excess of one hundred (100) percent under normal operating conditions.

II. GENERAL PROVISIONS

1. PAYMENT.

(a) The Contractor shall be paid by the designated disbursing officer for service furnished hereunder at the rates specified; PROVIDED, that the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the billing period in which service is initially furnished and continuing until this contract is terminated, except that the minimum monthly charge shall be equitably prorated for the billing period in which commencement and termination of this contract shall become effective.

(b) Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of the service rendered.

(c) All bills for service shall be paid without penalty or interest except as required by law and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

(d) Invoices for service rendered hereunder shall contain statements of the meter readings at the beginning of the billing period, meter constants, consumption during the billing period, and such other pertinent data as shall be required by the Government.

(e) The Contractor hereby declares that rates are not in excess of the lowest rates now available to any existing or prospective customer under like conditions of service, or of the same classification, and agrees that during the life of this contract the Government shall continue to be billed at the lowest available rate for similar conditions of service.

2. RATES AND CHARGES.

(a) For all service furnished under this contract to the service location the Government shall pay the Contractor at the rates specified in the rate schedule, Attachment 1, attached hereto and made a part of this contract.

(b) For purposes of charges under this paragraph 2, any demands due to faulty operation of, or to excessive or fluctuating pressure on, the Contractor's system shall not be included as part of the Government's demand.

3. ALTERNATE A:

PUBLIC REGULATION AND CHANGE OF RATES.

(a) ~~Public Regulation.~~ Service furnished under this contract shall be subject to regulation - - in the manner and to the extent prescribed by law - - by any Federal, state or local regulatory commission having jurisdiction. A copy of the Contractor's current existing rates (including changes) shall be furnished promptly to the Contracting Officer upon request.

(b) Change of Rates.

(i) If, during the term of this contract, the public regulatory commission having jurisdiction receives for filing in authorized manner any change in the rate schedule stipulated herein directly or by reference which result in higher or lower charges for service, the Contractor shall continue to furnish service as stipulated in this contract and the Government shall pay for service at the higher or lower charges from the effective date thereof, subject to judicial appeal.

(ii) In the event the Contractor, during the term of this contract, shall make effective any new or amended rate schedule, not incorporated herein directly or indirectly, applicable to any like condition of service furnished under this contract, which contains a lower rate or conditions more favorable to the Government, the Contractor shall forward to the Contracting Officer a copy of the new or amended rate schedule within fifteen (15) days after the effective date thereof, and upon receipt of written request from the Government shall substitute the new or amended rate schedule for the rate schedule then in effect under this contract, commencing with the billing period in which the written request is received.

(iii) In the event of a permanent change in the class of service furnished the Government under this contract, service shall, effective sixty (60) days after written request is made by either party or at such time as may be agreed upon, be furnished at the lowest available rate schedule of the Contractor which is applicable to the class of service furnished following the permanent change.

(iv) The Contractor shall give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of an application. The notice shall fully describe the proposed rate change.

(v) In the event that the regulatory body promulgates any regulation not concerning rates which materially affects this contract, the Contractor shall immediately notify the Contracting Officer.

4. CHANGE IN VOLUME OR CHARACTER OF SERVICE.

The Contracting Officer shall give reasonable notice to the Contractor respecting any material changes anticipated in the volume or characteristics of the utility service required at each location.

5. CONTINUITY OF SERVICE AND CONSUMPTION.

(a) The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location, but shall not be liable to the Government for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities; PROVIDED, that when any failure, suspension, diminution, or variation of service shall aggregate more than one (1) hour during any billing period hereunder, an equitable adjustment shall be made in the monthly rates specified in this contract (including the minimum monthly charge).

(b) In the event the Government is unable to operate the service location in whole or part for any cause beyond its control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, or strikes, an equitable adjustment shall be made in the monthly rates specified in this contract (including the minimum monthly charge) if the period during which the Government is unable to operate the service location in whole or in part shall exceed fifteen (15) days during any billing period hereunder.

(c) No minimum billing demand costs will be assessed in the event the Government terminates this contract by providing a 24 month advance notice of a projected drop in minimum demand below 50% of the installed rated capacity or termination under Paragraph II. Minimum billing demand costs will be reduced by one month for each additional month's advance notice of a projected drop in minimum demand below 50% of installed rated capacity or termination.

6. CONTRACTOR'S FACILITIES.

(a) The Contractor, at his expense, shall furnish, install, operate and maintain all facilities required to furnish service hereunder to, and to measure the service at, the point of delivery specified in the Utility Service Specifications. Title to all of these facilities shall remain in the Contractor and he shall be responsible for all loss of or damage to those facilities except that arising out of the fault or negligence of the Government, its agents or its employees. All taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation, or maintenance of these facilities, shall be assumed by the Contractor.

(b) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor required to be located upon Government premises. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to these facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for the national security.

(c) The facilities shall be removed and Government premises restored to their original condition, ordinary wear and tear excepted, by the Contractor at his expense within a reasonable time after the Government shall revoke the permit herein granted and in any event within a reasonable time after termination of this contract; PROVIDED, that in the event of termination due to fault of the Contractor these facilities may be retained in place at the option of the Government until service comparable to that provided for hereunder is obtained elsewhere.

7. DEFINITIONS (APR 1984) (FAR 52.202-1)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and, in the Department of Defense, the Under Secretary and any Assistant Secretary of the Departments of the Army, Navy, and Air Force and the Director and Deputy Director of Defense agencies; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

8. OFFICIALS NOT TO BENEFIT (APR 1984) (FAR 52.203-1)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

9. GRATUITIES (APR 1984) (FAR 52.203-3)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative - -

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled - -

(1) To pursue the same remedies as in a breach of the contract;

and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. COVENANT AGAINST CONTINGENT FEES (APR 1984) (FAR 52.203-5)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor purposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

11. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985) (FAR 52.203-6)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract.

12. APPROVAL OF CONTRACT (MAR 1989) (FAR 52.204-1)

This contract is subject to the written approval of the Army Power Procurement Office and shall not be binding until so approved.

13. SECURITY REQUIREMENTS (APR 1984) (FAR 52.204-2)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the Department of Defense Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

14. CONFLICTS (APR 1984) (FAR 52.208-3)

To the extent of any inconsistency between the terms of this contract and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

15. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984) (FAR 52.215-1)

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

16. CONVICT LABOR (APR 1984) (FAR 52.222-3)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 1986) (FAR 52.222-4)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

18. EQUAL OPPORTUNITY (APR 1984) (FAR 52.222-26)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; PROVIDED, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

19. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
(FAR 52.222-28)

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

20. CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 1989) (FAR 52.223-5)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - -

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about - -

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will - -

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

21. DRUG-FREE WORKPLACE (MAR 1989) (FAR 52.223-6)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-Free Workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall - -

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about - -

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will - -

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace;

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

22. ASSIGNMENT OF CLAIMS (JAN 1986) (ALTERNATE I) (FAR 52.232-23)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

23. PROMPT PAYMENT (APR 1989) (FAR 52.232-25)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as

being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182 (3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other Government authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraphs (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event the actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor --

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payments shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

24. DISPUTES (APR 1984) (FAR 52.233-1)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that - -

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by - -

(A) A senior company official in charge at the contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

25. DRUG-FREE WORK FORCE (SEP 1988) (DOD FAR SUPPLEMENT 252.223-7500)

(a) Definitions. Employee in a sensitive position', as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

'Illegal drugs', as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term 'illegal drugs' does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, Contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) below that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing - -

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the 'Mandatory Guidelines for Federal Workplace Drug Testing Programs' (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local laws, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

26. BUY AMERICAN - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 1980)
(DOD FAR SUPPLEMENT 252.225-7000)

(a) The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled 'Buy American Act and Balance of Payments Program') and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

Excluded End Products

Line Item No.

Country of Origin

(List as necessary)

(b) Offers will be evaluated by giving certain preferences to domestic end products and foreign qualifying country end products over foreign nonqualifying country end products. In order to obtain such preferences in the evaluation of each excluded end product listed in (a) above, it is necessary that offerors identify and certify, below, those excluded end products identified above that are qualifying country end products or they will be deemed nonqualifying country end products. Offerors must certify by inserting the applicable line item numbers in the appropriate brackets:

(i) The offeror certifies that the following supplies qualify as "participating country end products" as that term is defined in the clause entitled "Buy American Act and Balance of Payments Program."

(_____)
(Insert line item no.)

(ii) The offeror certifies that the following supplies qualify as "FMS/offset arrangement country end products" as that term is defined in the clause entitled "Buy American Act and Balance of Payments Program," if the Government makes the necessary waivers.

(_____)
(Insert line item no.)

(iii) The offeror certifies that the following supplies qualify as "defense cooperation country end products" as that term is defined in the clause entitled "Buy American Act and Balance of Payments Program."

(_____)
(Insert line item no.)

(c) Offers will be evaluated in accordance with the policies and procedures of FAR Part 25 and DOD FAR Supplement Part 225.

27. BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 1985)
(DOD FAR SUPPLEMENT 252.225-7001)

(a) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) and the Department of Defense Balance of Payments Program by providing a preference to domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as qualifying country end products. For the purpose of this clause --

(i) "Components" means those articles, materials, and supplies directly incorporated into end products.

(ii) "Qualifying country component" means (A) an item mined, produced, or manufactured in a participating country or in an FMS/Offset arrangement country when the applicable D&F has been made waiving the Buy American Act restrictions; or (B) any item listed in a defense cooperation country agreement.

(iii) "End products" means those articles, materials, and supplies to be acquired for public use under the contract. As to a given contract, the end products are the items to be delivered to the Government, as specified in the contract, including supplies to be acquired by the Government for public use in connection with service contracts but excluding installation and other services to be performed after delivery.

(iv) "Domestic end product" means (A) an unmanufactured end product which has been mined or produced in the United States, or (B) an end product manufactured in the United States if the cost of its qualifying country components and its components which are mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (A) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (B) as to which the Secretary concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(v) "Foreign end product" means an end product other than a domestic end product.

(vi) "Qualifying country end product" means (A) a participating country end product; (B) an FMS/Offset arrangement country end product when the applicable Determination and Findings has been made waiving the Buy American Act restrictions; or (C) a defense cooperation country agreement listed item.

(vii) "Participating country end product" means (A) an unmanufactured end product mined or produced in a participating country, or (B) an end product manufactured in a participating country if the cost of its qualifying country components and its components mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and any duty whether or not duty is, in fact, paid.

(viii) "FMS/Offset arrangement country end product" means (A) an unmanufactured end product mined or produced in an FMS/Offset arrangement country, or an end product manufactured in an FMS/Offset arrangement country if the cost of its qualifying country components and its components which are mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and any duty whether or not duty is, in fact, paid. To obtain the waivers necessary to accord preferential treatment for an FMS/Offset arrangement country end product, see the procedures at DOD FAR Supplement 225.7310(c)(2)(i).

(ix) "Defense cooperation country end product" means an item listed in the defense cooperation country agreement and produced in that country.

(b) The Contractor agrees that there will be delivered under this contract only domestic end products unless, in its offer, it specified delivery of foreign end products in the clause entitled "Buy American Act and Balance of Payments Program Certificate." An offer certifying that a qualifying country end product will be supplied requires the Contractor to supply a qualifying country end product or, at the Contractor's option, a domestic end product. An offer based on supplying a nonqualifying country end product, if accepted, will permit the contractor to supply a product without regard to the requirements of this clause.

(c) Offers will be evaluated in accordance with the policies and procedures of FAR Part 25 and DOD FAR Supplement Part 225.

(d) Generally, when the Buy American Act is applicable, each nonqualifying country offer of defense equipment shall be adjusted for the purpose of evaluation by: (i) adding 50% of the offer, exclusive of duty; (ii) adding 6% of the offer, inclusive of duty, if a domestic offer is from a large business that is not a labor surplus area concern; or (iii) adding 12% of the offer, inclusive of duty, if the domestic offer is from a small business concern or any labor surplus area concern. Evaluation will be inclusive or exclusive of duty whichever results in the greater evaluated price. See DOD FAR Supplement 225.1 for procedures and exceptions.

(e) Generally, when the Balance of Payments Program applies, each nonqualifying country offeror of defense equipment shall be adjusted for the purpose of evaluation by increasing the offer by 50%. See DOD FAR Supplement 225.3 for procedures and exceptions.

28. TERMINATION LIABILITY

(a) Facilities. The Contractor shall furnish and install at his expense, the facilities described in Attachment 2, attached hereto and made a part hereof.

(b) Ownership, Operation, and Maintenance of New Facilities. Unless purchased by the Government under the provisions of paragraph (e) of this provision, the facilities to be supplied by the Contractor shall be and remain the property of the Contractor, and at all times during the life of this contract or any renewals thereof shall be operated and maintained by the Contractor at his expense.

(c) Termination by the Contractor. In the event the Contractor terminates this contract or defaults in performance, the Government shall have no obligation to pay the Contractor any amount for his connection obligation pursuant to the terms of this contract.

(d) Termination Prior to Completion of Facilities. In the event the Government terminates this contract prior to completion of the facilities provided for herein, the Contractor shall be paid fair compensation, exclusive of profit, for the work performed with respect to these facilities.

(e) The Government shall give a two year written notice prior to the termination of this contract. If the notice is less than two years, the Government shall reimburse Sho-Me Power, Incorporated 50% of the maximum KW capacity for each month less than the two year specified period. This is based upon a 45,000 KW capacity.

29. SUPERSEDED CONTRACT

The Contractor and the Government mutually agree, upon commencement of services under this contract, that Contract No. DABDE23-73-C-0199, dated 59JAN30, as amended, which has provided the Government similar services, is hereby superseded, and will be terminated by supplemental agreement without penalty to either party. The Contractor further agrees to unconditionally waive any claim against the Government by reason of such termination, except for service billings due or to become due.

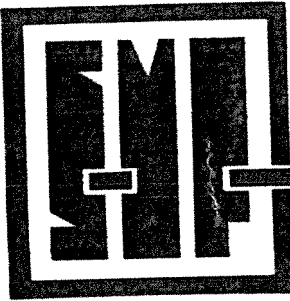
ELECTRIC SERVICE SPECIFICATIONS

1. SPECIFIC PREMISES TO BE SERVED: Fort Leonard Wood, Missouri
2. ESTIMATED SERVICE
Estimated maximum demand: 36,190 KW
Estimated annual consumption: 123,000,000 KWH
(The Government is in no way obligated to use nor is it restricted to the above estimate).
3. POINT OF DELIVERY: The point of delivery of service shall be Fort Leonard Wood, Missouri
4. DESCRIPTION OF ELECTRIC SERVICE.

Contractor will supply 3 phase 4 wire, 60 cycle, alternating, current at 12,470/7,200 volts. The voltage of Contractor's high tension line is 69KV. Substation transformers: normal capacity 45,000 KVA; overload capacity for 2 hours 63,000 KVA; delta or wye connected, high side Delta, low side WYE.
5. METERING AND BILLING.

Service will be measured at 12,470 volts by 1 watt hour meter and 1 demand meter.
6. ALTERATIONS AND ADDITIONS.

See Attachment 3 for Contractor-owned equipment. Reactive metering installed but not functional except for testing.

**SHO-ME POWER CORPORATION**

MARSHFIELD, MISSOURI 65706

(417) 468-2615

JOHN K. DAVIS General Manager

FAX (417) 468-2611

January 13, 1988

Mr. Ron Pemberton
Director, Engineering & Housing
Building 2200
Fort Leonard Wood, Missouri 65473

Dear Ron:

Please find enclosed a copy of our most recent wholesale tariff submitted to the Missouri Public Service Commission which applies to your contract # DA BE 23-73-C-0199. This tariff reflects a change in the demand rate per KWD, moving from \$ 5.96 to \$ 6.185. There is no change to the energy charge, which has been priced at \$ 0.025 per KWH.

← 3.8% CHANGE

It is our wish that these changes be incorporated under our existing contract by adopting Modification 20.

Sho-Me Power Corporation does not anticipate a need for any additional rate modifications within the next calendar year.

Thank you for your assistance and please call if we need to provide further documentation.

Sincerely,

SHO-ME POWER CORPORATION

John Richards
Manager, Finance & Accounting

JR/rg

enclosures

Cancelling P.S.C. MO No. 6

1st

(Revised)

(Original)

(Revised)

SHEET No. 4

Sho-Me Power Corporation

ATTACHMENT 1

See Page 2

Name of Issuing Corporation

Community, Town or City

ELECTRIC SERVICE
WHOLESALE SERVICE TARIFF

AVAILABILITY:

Available to Ft. Leonard Wood and all wholesale customers in the service area of the Corporation.

CHARACTER OF SERVICE:

Service shall be three phase, 60 cycle electrical power useful for the operation of the distribution system of the customer. Delivery voltage shall be at the primary transmission voltage of the Corporation if the substation is supplied by the customer or at the primary distribution voltage of the customer if the substation is supplied by the Corporation.

MONTHLY RATES:Energy Charge:

\$ 0.025 for all KWH

Demand Charge:

\$ 6.185 per KW of average billing demand

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined by means of suitable instruments and shall be the highest thirty (30) minute interval demand established during that billing month or the eleven (11) months preceding that month.

DETERMINATION OF AVERAGE BILLING DEMAND:

Following the completion of August Billing Demand calculations, the average of the previous 36 monthly billing demands will be determined. This average billing demand will be utilized for the entire following calendar year. Each August a new average billing demand will be computed, to be applied the following January through December.

PRIMARY SERVICE DISCOUNT:

If service is supplied at the primary transmission voltage of the Corporation, a discount may apply to the stated rate.

POWER FACTOR:

Suitable instruments will be installed to measure power factor at each metering point. Should such measurements indicate that the power factor at the time of the maximum demand at that metering point is less than 90%, a power factor penalty shall be applied. This pen-

*Indicates new rate or text

+Indicates change

DATE OF ISSUE October 1, 1987
month day year

DATE EFFECTIVE January 1, 1988
month day year

ISSUED BY John T. Richards

Manager, Finance & Accounting

name of officer

title

address

FORM NO. 13

ATTACHMENT 1

P.S.C.M.O. No.

6

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Original } SHEET NO. 4.1

Revised }

Original } SHEET No. 4.1

Revised }

Cancelling P.S.C.M.O. No. All Previous Sheets

Sho-Me Power Corporation
Name of Issuing Corporation

For

See Page 2

Community, Town or City

RECEIVED

FEB 9 1987

ELECTRIC SERVICE
WHOLESALE SERVICE RATE

MISSOURI

Public Service Commission

ality shall be determined by applying the percentage power factor
deficiency to the measured monthly maximum demand and charged at
the same rate as the average billing demand charge.

*Indicates new rate or text
+Indicates change

FILED

MAR 1 1987

EAO 966

Public Service Commission

DATE OF ISSUE February 9, 1987
month-day yearDATE EFFECTIVE March 1, 1987
month-day year

ISSUED BY

Manager, Finance & Accounting

Actual Year & Month	Ft. Leonard Wood	Peak Month
---------------------------	------------------------	---------------

8/88 36 month avg

28,439

Aug-88	29,600	Aug-88
Jul-88	30,600	Aug-87
Jun-88	30,600	Aug-87
May-88	30,600	Aug-87
Apr-88	30,600	Aug-87
Mar-88	30,600	Aug-87
Feb-88	30,600	Aug-87
Jan-88	30,600	Aug-87
Dec-87	30,600	Aug-87
Nov-87	30,600	Aug-87
Oct-87	30,600	Aug-87
Sep-87	30,600	Aug-87
Aug-87	30,600	Aug-87
Jul-87	29,800	Jul-87
Jun-87	28,600	Jul-86
May-87	28,600	Jul-86
Apr-87	28,600	Jul-86
Mar-87	28,600	Jul-86
Feb-87	28,600	Jul-86
Jan-87	28,600	Jul-86
Dec-86	28,600	Jul-86
Nov-86	28,600	Jul-86
Oct-86	28,600	Jul-86
Sep-86	28,600	Jul-86
Aug-86	28,600	Jul-86
Jul-86	28,600	7/86
Jun-86	25,400	8/85
May-86	25,400	8/85
Apr-86	25,400	8/85
Mar-86	25,400	8/85
Feb-86	25,400	8/85
Jan-86	25,400	8/85
Dec-85	25,400	8/85
Nov-85	25,400	8/85
Oct-85	25,400	8/85
Sep-85	25,400	8/85

ATTACHMENT 1

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FY87										AVERAGE
MONTH	KWH USAGE	UNIT COST	MONTHLY USAGE CHARGE	MONTHLY KWD	KWD PAYING ON	DEMAND SET	UNIT COST	MONTHLY DEMAND CHARGE	TOTAL MONTHLY COST	COST PER KWH (USE & KWD)
OCT 86	8,783,240	\$0.0250	\$219,581.00	21,200	28,600	JUL 86	\$5.545	\$158,587.00	\$378,168.00	\$0.0431
NOV 86	9,138,400	\$0.0250	\$228,460.00	16,000	28,600	"	\$5.545	\$158,587.00	\$387,047.00	\$0.0424
DEC 86	8,017,600	\$0.0250	\$200,440.00	16,200	28,600	"	\$5.545	\$158,587.00	\$359,027.00	\$0.0448
JAN 87	9,392,000	\$0.0250	\$234,800.00	16,600	28,600	"	\$5.545	\$158,587.00	\$393,387.00	\$0.0419
FEB 87	8,307,200	\$0.0250	\$207,680.00	16,000	28,600	"	\$5.545	\$158,587.00	\$366,267.00	\$0.0441
MAR 87	8,909,600	\$0.0250	\$222,740.00	15,400	24,911	NEW AVG	\$5.960	\$148,469.56	\$371,209.56	\$0.0417
APR 87	8,130,400	\$0.0250	\$203,260.00	15,600	24,911	"	\$5.960	\$148,469.56	\$351,729.56	\$0.0433
MAY 87	8,616,000	\$0.0250	\$215,400.00	23,800	24,911	"	\$5.960	\$148,469.56	\$363,869.56	\$0.0422
JUN 87	13,180,000	\$0.0250	\$329,500.00	26,800	24,911	"	\$5.960	\$148,469.56	\$477,969.56	\$0.0363
JUL 87	14,739,200	\$0.0250	\$368,480.00	29,800	24,911	"	\$5.960	\$148,469.56	\$516,949.56	\$0.0351
AUG 87	15,218,400	\$0.0250	\$380,460.00	30,600	24,911	"	\$5.960	\$148,469.56	\$528,929.56	\$0.0348
SEP 87	9,994,400	\$0.0250	\$249,860.00	23,800	24,911	"	\$5.960	\$148,469.56	\$398,329.56	\$0.0399
TOTALS	122,426,440		\$3,060,661.00					\$1,832,221.92	\$4,892,882.92	\$0.0400

FY88										AVERAGE
MONTH	KWH USAGE	UNIT COST	MONTHLY USAGE CHARGE	MONTHLY KWD	KWD PAYING ON	DEMAND SET	UNIT COST	MONTHLY DEMAND CHARGE	TOTAL MONTHLY COST	COST PER KWH (USE & KWD)
OCT 87	8,205,600	\$0.0250	\$205,140.00	15,000	24,911	MAR 87	\$5.960	\$148,469.56	\$353,609.56	\$0.0431
NOV 87	8,924,800	\$0.0250	\$223,120.00	15,800	24,911	"	\$5.960	\$148,469.56	\$371,589.56	\$0.0416
DEC 87	8,053,600	\$0.0250	\$201,340.00	16,600	24,911	"	\$5.960	\$148,469.56	\$349,809.56	\$0.0434
JAN 88	9,148,000	\$0.0250	\$228,700.00	17,400	26,289	JAN 88	\$6.185	\$162,597.47	\$391,297.47	\$0.0428
FEB 88	9,744,800	\$0.0250	\$243,620.00	17,400	26,289	"	\$6.185	\$162,597.47	\$406,217.47	\$0.0417
MAR 88	8,316,800	\$0.0250	\$207,920.00	16,000	26,289	"	\$6.185	\$162,597.47	\$370,517.47	\$0.0446
APR 88	8,055,200	\$0.0250	\$201,380.00	16,200	26,289	"	\$6.185	\$162,597.47	\$363,977.47	\$0.0452
MAY 88	7,376,100	\$0.0250	\$184,402.50	15,800	26,289	"	\$6.185	\$162,597.47	\$346,999.97	\$0.0470
JUN 88	11,812,800	\$0.0250	\$295,320.00	28,800	26,289	"	\$6.185	\$162,597.47	\$457,917.47	\$0.0388
JUL 88	13,834,400	\$0.0250	\$345,860.00	29,000	26,289	"	\$6.185	\$162,597.47	\$508,457.47	\$0.0368
AUG 88	15,685,600	\$0.0250	\$392,140.00	29,600	26,289	"	\$6.185	\$162,597.47	\$554,737.47	\$0.0354
SEP 88	11,510,400	\$0.0250	\$287,760.00	25,000	26,289	JAN 88	\$6.185	\$162,597.47	\$450,357.47	\$0.0391
TOTALS	120,668,100		\$3,016,702.50					\$1,908,785.87	\$4,925,488.41	\$0.0408

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FY89										
MONTH	KWH USAGE	UNIT COST	MONTHLY USAGE CHARGE	MONTHLY KWD	KWD PAYING ON	DEMAND SET	UNIT COST	MONTHLY DEMAND CHARGE	TOTAL MONTHLY COST	AVERAGE COST PER KWH (USE & KWD)
OCT 88	7,843,200	\$0.0250	\$196,080.00	16,400	26,289 JAN 88		\$6.185	\$162,597.47	\$358,677.47	\$0.0457
NOV 88	9,210,400	\$0.0250	\$230,260.00	15,800	26,289 JAN 88		\$6.185	\$162,597.47	\$392,857.47	\$0.0427
DEC 88	9,021,600	\$0.0250	\$225,540.00	16,600	26,289 JAN 88		\$6.185	\$162,597.47	\$388,137.47	\$0.0430
JAN 89	9,550,400	\$0.0250	\$238,760.00	16,200	28,439 JAN 89		\$6.185	\$175,895.22	\$414,655.22	\$0.0434
FEB 89	9,047,200	\$0.0250	\$226,180.00	17,600	28,439 JAN 89		\$6.185	\$175,895.22	\$402,075.22	\$0.0444
MAR 89	9,397,600	\$0.0250	\$234,940.00	16,600	28,439 JAN 89		\$6.185	\$175,895.22	\$410,835.22	\$0.0437
APR 89										
MAY 89										
JUN 89										
JUL 89										
AUG 89										
SEP 89										
TOTALS	54,070,400		\$1,351,760.00					\$1,015,478.04	\$2,367,238.07	\$0.0438

The contractor shall supply electrical energy at the existing three substations, identified as Fort Leonard Wood #1, #2 and #3. The supply voltage shall be at a nominal voltage of 12,470 volts, this voltage shall be constant and be controlled by the use of thirty two step regulators with a maximum range of plus or minus 10%. Each station shall be equipped with a minimum of two transformers, with a minimum total capacity of 15,000 KVA. The minimum transformer size shall be 7,500 KVA at 55 degrees Celsius rise, with OA cooling. The transformers shall be capable of operation in either a parallel or independent mode and shall be separable by the use of a circuit breaker, of sufficient capacity to operate during normal or fault conditions. These circuit breakers and their associated switching equipment will mark the point of demarcation for the operation and maintenance of the substations for the Government and the contractor. The contractor shall be responsible for all construction, maintenance and operations for the system to include this equipment and all other equipment "upstream" from this point. The three substations are presently fed by a "loop" system at a nominal voltage of 69,000 volts. The loop begins at a 69,000 volt circuit breaker at Substation #1 and progresses through the other two substations and returns to a second 69,000 volt circuit breaker at Substation #1. This system is to be supplemented within one year by a section of transmission line, to be installed and capable of being operated at 69,000 volts, from a point outside Substation #1, on the Fort Wood #1 to Dixon line, to a point on the line between the Fort Wood #1 to Fort Wood #2 line. This section is to be operated only in the event that the substation or lines at Substation #1 would be so incapacitated that operation at the other substations would be hampered. The entire 69,000 volt system that supplies energy to the Fort Leonard Wood Substations is the property of the contractor, however any modification of this system will be with the approval of the Government. A list of inventoried equipment that belongs to the contractor at this time is attached to this document. This property is to be maintained by the contractor to the highest industry standards for reliability. All other equipment not listed, that is Government property, will be maintained by the Government to these same standards.

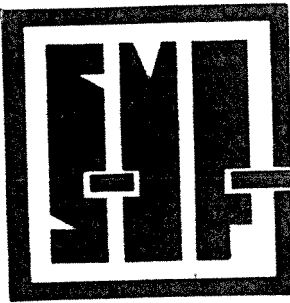
The metering of both energy demand and use shall be at one point. The communications from substations shall be over telephone lines owned and maintained by the government. The peak demand will be measured on a coincidental basis. Reactive power measurement will be done on a test basis and shall not enter into the billing process.

The maintenance of the substation buildings and the preventative application of herbicides to the grounds will be at the contractors expense. Any exterior modifications will be with the approval of the Government.

The operation of the substations will be on a mutually beneficial basis and any modifications to the operations pertaining to

voltage supplied, dispatching functions or current operating methods will not constitute a breach of this contract nor will it be cause for modification. The Government recognizes the interdependent nature of the power supply system and realizes that at such time as the Fort Leonard Wood electrical distribution system causes a liability to the contractors overall system, it will be necessary to suspend the supply of energy until the conditions that caused the liability are corrected.

Substation #5 will be constructed in the northwest corner of the Fort. It will consist of one transformer with a minimum capacity of 7,500 KVA at 55 degrees Celcius rise with OA cooling, a circuit breaker of the 15,000 volt class and a metering system. The metering system will be of the same design as used in the other three substations. The metering of energy demand will be in conjunction with the other substations and will be interconnected by telephone lines supplied and maintained by the Government and routed to a single metering device. The circuit breaker supplied by the contractor will have switches capable of bypassing its function and the maintenance for this breaker and all equipment "upstream" from this point shall be the contractors responsibility for operation and maintenance, in accordance with the provisions setforth at the other substations.

**SHO-ME POWER CORPORATION**

MARSHFIELD, MISSOURI 65706

(417) 468-2615

JOHN K. DAVIS General Manager

FAX (417) 468-2611

April 21, 1989

Attention: Ron Pemberton
Department of the Army
Energy Management Office
Engineering & Housing, Building 2200
Fort Leonard Wood, Missouri 65473

Dear Mr. Pemberton:

Thank you for your patience at our meeting last Wednesday. As requested, please find enclosed a listing of equipment located within Ft. Leonard Wood, installed, owned and maintained by Sho-Me Power Corporation, existing for the express purpose of providing wholesale electric service to Ft. Leonard Wood.

I have broken apart the equipment in the following manner:

Name of Substation
Number of Transformers, by Type
"High Side" Equipment
"Low Side" Equipment
Non-Specific Equipment and
for transmission lines:
Description by Termination Points
Voltage and Approximate Mileage

You will notice that for Ft. Wood # 1 we have not included any "High Side" equipment, as that equipment is not dedicated for the Fort's sole use; i.e., it also serves as the "Low Side" for our Ft. Wood # 4 substation.

Please call if any clarification is required.

Sincerely yours,
SHO-ME POWER CORPORATION

John Richards, Manager
Finance & Accounting

JR:rg

FORT WOOD # 1 SUBSTATION**TRANSFORMERS:**

Two (2) 69/13/2 KV Units, both rated at 7,500 KVA

LOW SIDE EQUIPMENT:

- 1 Lot of Steel Framework
- 3 Potential Transformers
- 3 Current Transformers
- 2 Main Breakers
- 1 Tie Breaker
- Enclosed Switchgear

NON-SPECIFIC EQUIPMENT:

- 1 Battery Charger and Pack with Rack
- 1 Lot of Metering Equipment
- 1 Lot of Communications Equipment
- 1 12' X 21' Metal Building

FORT WOOD # 2 SUBSTATION**TRANSFORMERS:**

Two (2) 69/13/2 KV Units, both rated at 7,500 KVA

HIGH SIDE EQUIPMENT:

- 1 Lot of Steel Framework, Support Stands and Pedestals
- 3 Airbreak Switches
- 1 Lot of Bus Tubing and Conductor
- 2 Motor Operators

LOW SIDE EQUIPMENT:

- 1 Lot of Steel Framework
- 2 Oil Circuit Breakers
- 3 By-Pass Switches
- 6 Hook Disconnect Switches
- 1 Meter Unit
- 1 Recloser

NON-SPECIFIC EQUIPMENT:

- 1 Battery Charger and Pack with Rack
- 1 Lot of Metering Equipment
- 1 Lot of Communications Equipment
- 1 16' X 16' X 10' Control Building
- 1 Lot of Station Grounding
- 1 Lot of Station Cabling and Conduit
- 1 Lot of Station Footings and Pads

FT. WOOD # 3 SUBSTATION

TRANSFORMERS:

Two (2) 69/13.2 KV Units, both rated at 7,500 KVA

HIGH SIDE EQUIPMENT:

- 1 Lot of Steel Framework, Support Stands and Pedestals
- 3 Airbreak Switches
- 6 Hook Disconnect Switches
- 1 Lot of Bus Tubing and Conductor
- 2 Motor Operators

LOW SIDE EQUIPMENT:

- 1 Lot of Steel Framework
- 2 Oil Circuit Breakers
- 3 By-Pass Switches
- 6 Hook Disconnect Switches
- 1 Meter Unit
- 3 Potential Transformers
- 3 Current Transformers

NON-SPECIFIC EQUIPMENT:

- 1 Battery Charger and Pack with Rack
- 1 Lot of Metering Equipment
- 1 Lot of Communications Equipment
- 1 16' X 16' X 10' Control Building
- 1 Lot of Station Grounding
- 1 Lot of Station Cabling and Conduit
- 1 Lot of Station Footings and Pads

TRANSMISSION LINES

FT. WOOD # 1 to FT. WOOD # 2
1.54 Miles of 69 KV

FT. WOOD # 2 to FT. WOOD # 3
3.63 Miles of 69 KV

FT. WOOD # 1 to FT. WOOD # 3
4.41 Miles of 69 KV